

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

| | | |
|---------------------------------|---|-----------------|
| CHRISTIAN COUNTY WATER DISTRICT |) | |
| |) | |
| COMPLAINANT |) | |
| |) | |
| V. |) | CASE NO. 93-376 |
| |) | |
| SOUTH HOPKINS WATER DISTRICT |) | |
| |) | |
| DEFENDANT |) | |

O R D E R

On October 7, 1993, Christian County Water District filed a complaint against South Hopkins Water District alleging South Hopkins is serving two of its customers in contravention of Commission Case No. 90-220.¹ Commission Staff has met with the parties, conducted an investigation, and issued a report. Christian County Water District, South Hopkins Water District, and Commission Staff have reached an agreement on the resolution of the issues.

After reviewing the Settlement Agreement and being otherwise sufficiently advised, the Commission finds that the Settlement Agreement is in accordance with the law, does not violate any regulatory principle, results in a reasonable resolution of this case, and is in the public interest.

¹ Case No. 90-220, Christian County Water District's Proposed Extension to Collins Bridge Road and the Provision of Service to Certain Customers Who are Currently Served by South Hopkins Water District.

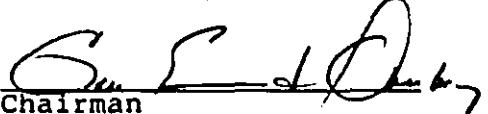
IT IS THEREFORE ORDERED that:

1. The Settlement Agreement, attached hereto and incorporated herein as Appendix A, is hereby adopted and approved.

2. This case is closed and shall be removed from the Commission's docket.

Done at Frankfort, Kentucky, this 4th day of November, 1994.

PUBLIC SERVICE COMMISSION


Chairman


Vice Chairman


Commissioner

ATTEST:


Executive Director

AN APPENDIX TO AN ORDER OF THE KENTUCKY PUBLIC SERVICE COMMISSION
IN CASE NO. 93-376 DATED NOVEMBER 4, 1994

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

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| CHRISTIAN COUNTY WATER DISTRICT |) | |
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| COMPLAINANT |) | |
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| V. |) | CASE NO. 93-376 |
| |) | |
| SOUTH HOPKINS WATER DISTRICT |) | |
| |) | |
| DEFENDANT |) | |

SETTLEMENT AGREEMENT

WHEREAS, on October 7, 1993, Christian County Water District filed a complaint against South Hopkins Water District alleging South Hopkins is serving two of its customers in contravention of Commission Case No. 90-220;¹

WHEREAS, Commission Staff has met with the parties, conducted an investigation, and issued a report; and

WHEREAS, Christian County Water District, South Hopkins Water District, and Commission Staff have reached an agreement on the resolution of the issues;

NOW, THEREFORE, be it resolved that:

1. Christian County Water District acknowledges that South Hopkins Water District currently serves Bob Hamby at a point of service in the South Hopkins Water District geographical territory.

¹ Case No. 90-220, Christian County Water District's Proposed Extension to Collins Bridge Road and the Provision of Service to Certain Customers Who are Currently Served by South Hopkins Water District.

2. Christian County Water District agrees to allow South Hopkins Water District to continue serving Bob Hamby even though Mr. Hamby's residence is located in Christian County.

3. South Hopkins Water District acknowledges that the meter currently used by Bob Hamby belongs to and was set by South Hopkins Water District. The district has no knowledge of the whereabouts of two meters belonging to Christian County Water District formerly used to serve the Hambys.

4. South Hopkins Water District acknowledges that Wayne Hamby is no longer obtaining service from them. South Hopkins Water District agrees that no attempt will be made to serve any other customers whose residence is in Christian County, without the express permission of Christian County Water District, the Christian County Judge/Executive, and Fiscal Court.

5. Upon execution of this agreement, this case is hereby settled as to all persons involved in this case and all outstanding issues resolved, with prejudice, notwithstanding any other provision of this agreement to the contrary.

6. It is agreed that the proposed Settlement Agreement is submitted for purposes of this case only and is not deemed binding upon the signatories hereto in any other proceeding, nor is it to be offered or relied upon in any other proceeding involving Christian County or South Hopkins Water Districts or any other utility.

7. It is agreed that Commission Staff will use its best efforts in recommending complete adoption of this agreement by the

Commission. If the Commission issues an Order adopting this proposed settlement in its entirety, neither Christian County Water District nor South Hopkins Water District shall file an application for rehearing or appeal to Franklin Circuit Court from such Order.

8. It is agreed that if this agreement is not accepted in its entirety, either party reserves the right to withdraw from it and require that hearings go forth upon all or any matters involved herein, and in such event, this agreement shall not be deemed binding upon the signatories hereto nor shall same be admitted into evidence or referred to or relied upon in any manner by any signatory hereto.

9. The signatories hereto agree that the foregoing Settlement Agreement is reasonable, not contrary to regulatory principles or the law, is in the best interest of all concerned, and urge that the Commission adopt this agreement in its entirety.

AGREED:


For Christian County Water District

10-13-94
Date


For South Hopkins Water District

10-17-94
Date


Counsel for Commission Staff

10/21/94
Date